

State Project I-17-1-508  
Peoria Avenue T.I.  
City Project P- 74240.00

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX  
AGREEMENT NO. 32224

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1979, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PHOENIX, hereinafter called "CITY", and

WHEREAS, CITY is in the process of improving Peoria Avenue between I-17 and 35th Avenue; and

WHEREAS, STATE desires to join with CITY in improving that portion within the traffic interchange at Peoria Avenue and I-17; and

WHEREAS, STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has given his authorization to enter into this Agreement on behalf of the STATE by that certain resolution attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, CITY is empowered by A.R.S. Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by the formal action attached hereto and incorporated herein as Exhibit "B" authorized the City Manager to enter into this Agreement on behalf of said CITY; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

CITY SHALL:

1. Design and have constructed the improvements to Peoria Avenue in accordance with CITY standards.
2. Prior to award of contract, submit plans to STATE for review and acceptance, along with an estimate of cost of construction.

3. Pay for all improvements, except those listed under "STATE shall" below, from monies CITY receives from Highway User's Tax Fund.

STATE shall:

1. Review and approve plans prior to construction.
2. Periodically inspect the improvements during construction and give final approval before payment.
3. Upon completion of design, pay CITY \$2,800 in one payment, in monies received from STATE'S share of Highway User's Tax Fund, for survey and design plans of improvements listed in 10 below.
4. Upon completion of construction, pay CITY approximately \$52,000 in monies received from STATE'S share of Highway User's Tax Fund. Said payment based on actual bid cost of construction.
5. Design the modification to the signal system at Peoria Avenue and I-17 intersection and furnish plans to CITY for modification to foundations, conduit, and junction boxes which items are to be included in CITY construction contract.
6. Furnish and install signal poles, signal heads, pedestrian signal poles and heads, underground wiring and loop detectors and all other incidentals to the signal system.
7. Design overhead sign structure and sign structure foundation, junction boxes and conduit and furnish plans to the CITY for these items to be bid in the CITY contract.
8. Furnish underground wiring for sign structure and all other incidentals to the sign structure.
9. Fabricate and install required signs, including signs on the overhead sign structure.
10. Improvements for which STATE shall pay, and upon which the above is made, are as follows:
  - a. Removal and reconstruction of the median "propeller" island beneath I-17 to increase left turn storage capacity.
  - b. Modification of the median on Eastbound approach to I-17 for increased left turn storage capacity.
  - c. One additional right turn lane on the Eastbound approach to I-17 from 27th Drive to the Southbound on-ramp to I-17.
  - d. Modification of traffic signals.

- e. Signs and sign structure and all incidentals to these items.

STATE agrees to save and hold harmless CITY, any of its departments, agencies, officers or employees for any sums which CITY, any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons or property caused by the fault or negligence of STATE, its employees or agents.

CITY agrees to save and hold harmless STATE, any of its departments, agencies, officers or employees for any sums which STATE, any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons or property caused by the fault or negligence of CITY, its employees or agents.

This Agreement shall remain in force and effect until the work herein agreed to has been completed in accordance with the terms of the Agreement or until earlier terminated by either STATE or CITY upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations set out by this Agreement. In the event of such termination, a determination shall be made by both parties hereto as to the benefits and liabilities each shall derive from the construction done as of the date of termination and a pro rata payment made by each party reasonably commensurate with such benefits and liabilities.

This Agreement shall be filed with the Secretary of State and shall become effective on the filing date.

Attached to the Agreement and incorporated herein by reference is Exhibit "C" which is a copy of the written determination of the appropriate attorney that CITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY OF PHOENIX  
MARVIN A. ANDREWS, City Manager

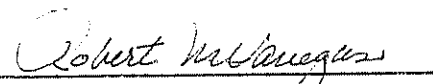
STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY: 

For:   
W. A. ORDWAY

Title: Street Transportation Administrator

ATTEST:



TING CITY CLERK

STATE OF ARIZONA                    )  
                                      ) ss.  
COUNTY OF MARICOPA                )

On this the 26th day of July, 19 79, before  
me, Beverly W. Griffith, the undersigned Notary Public, per-  
sonally appeared FRANK A. BOSH, Deputy  
W. A. Ordway, Director, Arizona Department of  
Transportation, known to me (or satisfactorily proven) to be the person  
whose name is subscribed to the within instrument and acknowledged  
that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission expires:

My Commission Expires on Oct 17, 1975

Beverly W. Griffith  
NOTARY PUBLIC

PROJECT NO. P-74240.00

Approved as to form and within the power and authorities  
granted to the City of Phoenix, under the laws of the State  
of Arizona.

  
ACTING  
City Attorney

EXHIBIT "C"

GREEN - CITY CLERK  
WHITE - CITY ATTORNEY  
BLUE - CITY MANAGER  
PINK - ACCOUNTS NOTIFICATION  
CANARY - DEPARTMENT NOTIFICATION  
BUFF - DEPARTMENT FILE COPY

City of Phoenix, Arizona

## REQUEST FOR COUNCIL ACTION

COMPLETE THIS FORM PER A.R. 4.11

INSTRUCTIONS: REQUESTS FOR ORDINANCES, RESOLUTIONS AND FORMAL COUNCIL ACTION MUST BE IN THE CITY MANAGER'S OFFICE BY 4 P.M. ON THE FRIDAY, ELEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES.

### I. To The City Manager:

DATE June 3, 1978 19 78

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ FORMAL ACTION  
(GIVE NECESSARY INFORMATION FOR PREPARATION OF DOCUMENT OR ACTION REQUESTED, AND OUTLINE REASONS.)

PAVING PROJECT  
INTERCHANGE WITH STATE OF ARIZONA  
FLORIDA AVE. AND I-17 TRUCK INTERCHANGE  
PAVING NO. 1-7-1210.00

Request to authorize the City Manager to enter into an Agreement between the City of Phoenix and Department of Transportation, State of Arizona, for the paving improvements to the Florida Avenue and I-17 Truck Interchange as part of the City paving project, 1-7-1210.00, Florida Avenue from 35th Avenue to the Freeway.

The State will pay the City \$10,000 for design on the modifications to the Freeway interchange as well as construction costs in an estimated amount of \$25,000. The latter will be based on the actual bid costs of construction. The State will provide all signal lights and install them as part of this improvement at the Interchange. The City will do the paving improvements as part of the Florida Avenue project.

(USE REVERSE SIDE IF NECESSARY)

2. Bid Bond Required? ☐ YES ☐ NO 3. Bond Submitted by Low Bidder? ☐ YES ☐ NO 4. Performance Bond Required? ☐ YES ☐ NO

### 5. If Funds Are Required, Please Complete The Following:

AMOUNT:	SOURCE OF FUNDS:	ACCOUNT NOS. TO RECORD TRANSACTION			
		FUND	ACTIVITY	OBJECT	PROJECT
\$	<input type="checkbox"/> BUDGETED <input type="checkbox"/> SUPPLEMENTAL <input type="checkbox"/> CONTINGENCIES				

6. Emergency Clause? ☐ YES ☐ NO 7. Prepared By: John A. Feldman 10. Requested By: John A. Feldman

IF LESS THAN FIVE COUNCIL MEMBERS ARE PRESENT:  
☐ CONTINUE ONE WEEK  
☐ ADOPT WITHOUT EMERGENCY CLAUSE

8. Desired Agenda Date: June 3, 1978

11. Recommended By: City Manager

9. Formal Contract Required? ☐ YES ☐ NO 12. To The City Attorney: Approved

### 12. To The City Attorney:

A. PREPARE THE NECESSARY DOCUMENTS AND SUBMIT THEM TO THE CITY MANAGER'S OFFICE NOT LATER THAN 3 P.M. FRIDAY, FOUR DAYS PRECEDING THE FORMAL COUNCIL MEETING.

B. UPON RECEIPT OF COPY INDICATING COUNCIL APPROVAL, PREPARE FORMAL CONTRACT.

13. Approved As To Availability Of Funds:

14. Approved: John A. Feldman MANAGEMENT & BUDGET DIRECTOR

Robert S. O'Neil CITY MANAGER

### 15. Council Action Taken:

Formal Action: RESOLUTION NO. 74745 ORDINANCE NO. 74745 DATE June 3, 1978  
Approved agreement with State of Arizona Department of Transportation.

Exhibit "B"

State Project I-17-1-508  
Peoria Avenue T.I.  
City Project P-74240.00

RESOLUTION

BE IT RESOLVED on this 16th day of April, 1979, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that pursuant to Arizona Revised Statute 28-108, it is in the best interest of the State of Arizona, acting by and through the Highways Division of the Department of Transportation, to enter into an Intergovernmental Agreement with the City of Phoenix for the improvement of Peoria Avenue within the limits of the interchange at I-17 which will increase the left turn storage capacity and add additional right turn lanes on Eastbound Peoria Avenue.

Therefore, authorization is hereby given to draft said Agreement, which, upon completion, shall be submitted for approval and execution.



W. A. ORDWAY, Director  
Arizona Department of Transportation

EXHIBIT "A"